

**TAB B**

**AGREEMENT**

**HOSTLER**

**By and Between**

**UNITED FREIGHT & TRANSPORT, INC.**

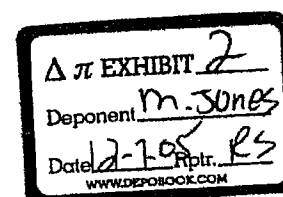
**and**

**TEAMSTERS UNION LOCAL NO. 959  
OF THE  
INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS**

**July 1, 2000 - June 30, 2003**

STON GRONNING O'HARA  
**HAND DELIVERED**  
To: JMS  
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Exhibit B  
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## **ARTICLE 1 PREAMBLE**

**1.01** THIS AGREEMENT made and entered into this 1st day of July 2000, by and between United Freight & Transport, Inc., hereinafter called the Employer, the party of the first part, and Local No. 959 of the International Brotherhood of Teamsters, hereinafter called the Union, the party of the second part, witness to:

## **ARTICLE 2 PURPOSES OF THIS AGREEMENT**

**2.01** The purposes of this Agreement are to promote the settlement of labor disagreement by conference, to prevent strikes and lockouts, to stabilize conditions in work in the area affected by this Agreement, to prevent avoidable delays and expense, and generally encourage a spirit of helpful cooperation between the Employer and Employee groups to their mutual advantage.

## **ARTICLE 3 RECOGNITION**

**3.01** The Employer hereby recognizes the second party as the collective bargaining agency for such of his employees as may be employed as Teamsters, Drivers, Chauffeurs, Warehousemen, or as employees under any classification within the jurisdiction of the Union.

## **ARTICLE 4 UNION ACTIVITIES**

**4.01** The Employer agrees that it will not in any manner, directly or indirectly, attempt to interfere between any of its employees and the Union, and that it will not in any manner restrain or attempt to restrain any employee from belonging to the Union or from taking an active part in Union affairs, and that it will not discriminate against any employee because of his Union membership or lawful Union activity.

## **ARTICLE 5 HIRING HALL**

**5.01** The Union agrees to maintain a hiring hall and to solicit qualified workers, both Union and non-Union, in order to fill necessary requisitions for workmen. The Employer agrees to use the services of such hiring hall and will call upon the Union to furnish all the qualified workers it may require in the classifications herein mentioned, subject to the following terms and conditions:

**5.02** Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on or in any way affected by Union membership, bylaws, rules,

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regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies, or requirements.

a. The Employer and the Union agree not to discriminate against any individual with respect to his job referral, compensation, terms, or conditions of his employment because of such individual's race, color, religion, age, sex, national origin, physical handicap, marital status, change in marital status, pregnancy, or parenthood, nor will they segregate or classify employees in any way to deprive any individual employee of employment opportunities because of his race, color, religion, sex, age, or national origin.

**5.03** The Employer retains the right to reject any job applicant referred by the Union.

**5.04** The Union agrees that it will not discriminate against non-Union personnel in referring personnel to the Employer, and the Employer agrees that it will not discriminate against Union personnel in selecting job applicants referred to it by the Union.

**5.05** The Union and the Employer agree to post in places where notices to employees and applicants for employment are customarily posted, all provisions relating to the functioning of these hiring arrangements.

**5.06** In the event the Union is unable to supply the Employer with qualified personnel when called upon by the Employer, the Employer may procure personnel from other sources; provided, however, that in such instances the Employer shall furnish the Union with the names of such personnel, their classification, and date of hiring.

**5.07** It is further agreed that all personnel employed by the Employer who are not already members shall become members of the Union on or before the thirty-first (31st) day following the beginning of employment or the effective date of this Agreement, whichever is later, and all employees shall maintain membership in the Union as a condition of employment during the life of this Agreement.

**5.08** The Union shall refer applicants in accordance with applicable law.

## **ARTICLE 6 MEMBERSHIP RIGHTS**

**6.01** The Union assumes all obligations and responsibility for the continued membership of their members and the collection of their dues, and the Union shall retain the right to discipline its members at all times. No worker shall be discriminated against for the upholding of Union principles, and any man who works under the instructions of the Union or who serves on a committee shall not lose his position or be discriminated against for this reason.

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